

1 HONORABLE RICHARD A. JONES
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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 JOHN KNECHT, et al.,
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Plaintiffs,

v.

12 FIDELITY NATIONAL TITLE
13 INSURANCE COMPANY, et al.,

Defendants.

CASE NO. C12-1575RAJ

ORDER

14 This matter comes before the court on Plaintiff's motion (Dkt. # 96) for
15 reconsideration of two aspects of the court's August 14 order.
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17 A motion for reconsideration must demonstrate either "manifest error in the prior
18 ruling" or "new facts or legal authority [that] could not have been brought to [the court's]
19 attention earlier with reasonable diligence." Local Rules W.D. Wash. LCR 7(h)(1).

20 Except as to one issue that is not material to the outcome of the August 14 order,
21 Plaintiff's motion meets neither standard, and the court accordingly DENIES it.

22 The court stated that Plaintiff had not established that he would benefit from
23 showing a "split" of the note evidencing his loan and the deed of trust securing that loan.
24 Aug. 14 ord. (Dkt. # 93) at 17. Plaintiff correctly points out that if he were to do so, he
25 could prevent the nonjudicial foreclosure of his home.

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The court does not, however, reconsider its ruling that Plaintiff offered neither evidence nor argument sufficient to create a triable issue over whether his note and deed of trust were actually split.

Finally, Plaintiff misunderstands the court’s rejection of his argument that his note was not negotiable. The court did not state that he had offered no evidence or argument on that issue, it stated that he had offered “no evidence, precedent, or argument *that necessitates further discussion of that issue.*” Aug. 14 ord. at 17 (emphasis added). The court reiterates that statement.

Dated this 3rd day of September, 2014.

Richard D. Jones

The Honorable Richard A. Jones
United States District Court Judge

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